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conflict with his adversary's) which do not necessarily result therefrom. *Johnson's Admr. v. Chesapeake & Ohio Ry. Co.*, 91 Va. 171, approved. Upon the evidence in the case at bar the demurrer to the evidence was properly sustained.

YOUNG V. EASLEY AND OTHERS.—Decided at Richmond, January 7, 1897.—*Cardwell, J.* Absent, *Riely, J.*:

1. **WILLS**—*Income of trust fund—Liability for debts—Motive for gift.* A testator by will deposits with his executor, for the benefit of his daughter, a sum of money and certain personal property, the annual interest and income from which he directs "to be paid to her for her support" during her life.

Held: The interest and income are liable for her debts. The words "for her support" only show the motive for the gift.

MCCARTNEY V. TYRER.—Decided at Richmond, January 7, 1897.—*Riely, J.*:

1. **STATUTE OF LIMITATIONS**—*Personal defence—Exception to general rule—Case at bar—Mechanics' lien.* The defence of the statute of limitations is generally a personal privilege of the debtor to be asserted or waived by him at his election. But where a court of equity has taken possession of the estate of a debtor for the purposes of distribution and proceeded to ascertain the debts and incumbrances to enable it to administer and distribute the assets, an exception is allowed, and any creditor interested in the fund may interpose the bar of the statute of limitations. In the case at bar the right of the complainant to institute a suit to enforce his mechanics' lien was clearly barred by the act of limitations, and even if in such case the limitation be not of the right to the lien, but of the remedy only, still other creditors had the right to rely upon the bar of the statute.

WALLACE V. CITY OF RICHMOND.—Decided at Richmond, January 11, 1897.—*Cardwell, J.*:

1. **ORDINANCE OF CITY OF RICHMOND, APRIL 2, 1865**—*Directory clause.* So much of the ordinance of the Council of the city of Richmond, passed April 2, 1865, as directed receipts to be given to the owners of liquor destroyed in pursuance of the ordinance, was merely directory.

2. **ORDINANCE OF CITY OF RICHMOND, APRIL 2, 1865**—*Destruction of liquor—Ultra vires—Eminent domain—Police regulations.* The ordinance of the city of Richmond, adopted April 2, 1865, on the eve of the evacuation of the city by the Confederate forces, directing the destruction of all liquor in the city and pledging the city for its payment is *ultra vires* and void, and the owner of the liquor cannot recover the value thereof from the city. The destruction of the liquor was not an exercise of the city's power of eminent domain, but was a police regulation for the preservation of peace and good order in the city. The charter of the city limited its exercise of the right of eminent domain to the acquisition of "ground for the purpose of opening or extending its streets" or other public purposes. The power exercised by the city council was not conferred either in express terms or by fair implication by the city's charter or by the general laws; nor is its possession indispensable to the performance of its corporate duties, or the accomplish-